

ST PAUL TRAVELERS

## AFFIDAVIT, RELEASE AND ASSIGNMENT

APR 22 2008

HUNT VALLEY BOND CLAIM  
 IN CONSIDERATION and upon receipt of the payment of Eight Thousand Fifty-Three Dollars and Fifty-Five Cents (\$8,053.55) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
 Name of Obligor: Westar Energy  
 Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj. Foundation & Civil Work, WE Cont#649360  
 Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4/15/08

Mather Flare Rental, Inc.

By: [Signature]

Its: [Signature]

This document must be executed before a Notary Public and include the attached Notary Acknowledgment.



State of KANSAS  
 County of Shawnee  
 On 18<sup>th</sup> before me, SUZANNE REED - NOTARY  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared LARRY MATHEW  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Suzanne Reed  
 Notary Public  
 State of Kansas

My Appt. Expires 5/5/10

WITNESS my hand and official seal.

Suzanne Reed  
 Signature of Notary

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of One Hundred Eighty-Seven Thousand Eight Dollars and Twelve Cents (\$187,008.12) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj. Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-24-08

Hertz Equipment Rental Corp.


By: Janice McVay

Its: Area Supervisor

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of OKLAHOMA  
 County of OKLAHOMA  
 On 8/14/08 before me, JANICE McVAY  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared \_\_\_\_\_

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 SAMMIE J. DAVIS  
 Notary Public  
 State of Oklahoma  
 Commission # 07008115 Expires 09/04/11  
 WITNESS my hand and official seal.  
Sammie J. Davis  
 Signature of Notary

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

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- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

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☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

## OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Two Hundred Eighty Thousand Seven Hundred Nineteen Dollars and Eighty-Five Cents (\$280,719.85) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

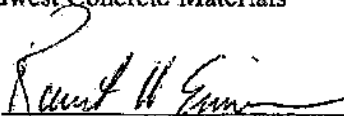
As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

This Affidavit, Release and Assignment relates only to work completed by Midwest Concrete Materials under its contract with Young Construction & Paving, LLC. Midwest Concrete Materials is entitled to additional compensation for work completed on this Project at the Jeffrey Energy Center for Westar Energy or for any other entity other than Young Construction & Paving, LLC. By signing this Affidavit, Release and Assignment, Midwest Concrete Materials is not releasing any rights it has to receive such additional compensation for such past and future work on the Project that is not pursuant to its contract with Young Construction & Paving, LLC. Further, Midwest Concrete Materials agrees that it will not look for coverage under the bond for work performed on the Jeffrey Energy Center Project for Westar Energy or any other entity. By making payment to Midwest Concrete Materials as provided in this Affidavit, the Surety agrees with the terms and conditions of this Affidavit, Release and Assignment.

Date: March 18, 2008

Midwest Concrete Materials

By:   
Robert H. Eichman, Secretary-Treasurer

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of Kansas

County of Riley

On March 18, 2008 before me, Jaime S. Goforth, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

personally appeared Robert H. Eichman,

NAME(S) OF SIGNER(S)

- ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**JAIME GOFORTH**  
Notary Public  
State of Kansas

WITNESS my hand and official seal.

*Jaime Goforth*  
Signature of Notary

My appointment expires: 12/28/10

#### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

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☐ CORPORATE OFFICER(S)  
\_\_\_\_\_  
TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Fifty-One Thousand Five Hundred Fifty-Seven Dollars and Ninety-Three Cents (\$51,557.93) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Partial Satisfaction of Lien and/or Partial Release of Lien (Kan. Stat. Ann. § 60-1103), as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Downey Consulting, Inc. Undersigned further agrees that said payment is to be held in trust until Downey Consulting, Inc. has filed an appropriate Partial Satisfaction of Lien and/or Partial Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove that part of the lien referenced in the Partial Satisfaction of Lien and for which they are receiving payment from the Surety on the project known as: Jeffrey Energy Center, FGD Rebuild, Westar Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 1/14/08

Downey Consulting, Inc.

By:   
Its: (President)

**This document must be executed before a Notary  
Public and include the attached Notary  
Acknowledgment.**



State of NebraskaCounty of DouglasOn May 1, 2008 before me, Jennifer Wacha - Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLICpersonally appeared Michael Durney  
NAME(S) OF SIGNER(S)☐ personally known to me -OR-☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Jennifer Wacha  
 Signature of Notary

### OPTIONAL SECTION

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☐ INDIVIDUAL☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)☐ LIMITED☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

Feb. 28. 2008 3:55PM

No. 0329 P. 4

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Thirty-Three Thousand Four Hundred Twenty-Two Dollars and Seventy-Eight Cents (\$33,422.78) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Fine Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Satisfaction of Lien and/or Release of Lien and removal of the present Subcontractor's Lien (Kan. Stat. Ann. § 60-1103), File Number 82181-S-1, as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Ambassador Steel Fabrication. Undersigned further agrees that said payment is to be held in trust until Ambassador Steel Fabrication has filed an appropriate Satisfaction of Lien and/or Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove the lien from the project known as: Jeffrey Energy Center, FGD Rebuild, Westar Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above

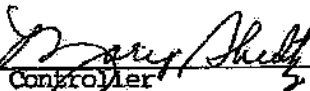
Feb. 28. 2008 3:56PM

No. 0329 P. 5

agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: March 4, 2008

Ambassador Steel Fabrication

By:  Mary Shultz  
Its: Controller

**This document must be executed before a Notary  
Public and include the attached Notary  
Acknowledgment.**

Feb. 28. 2008 3:56PM

No. 0329 P. 6

State of Indiana  
 County of DeKalb  
 On 3/4/08 before me, Nadine Schmidt  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared Mary Shultz  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Nadine L. Schmidt*  
 Signature of Notary

#### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)  
(title)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

#### OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

ST PAUL TRAVELERS

APR 24 2008

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

HUI...LEY BOND CLAIM

IN CONSIDERATION and upon receipt of the payment of Nineteen Thousand Eight Hundred Five Dollars and Fifty-Three Cents (\$19,805.53) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligee: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-21-08

DL Smith Electrical Construction, Inc.

By: [Signature]Its: President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of Kansas  
 County of Shawnee  
 On 4-21-08 before me, Janice Griffiths Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared Shawn P. Smith  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*Janice Griffiths*  
 Signature of Notary

#### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

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- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

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☐ GUARDIAN/CONSERVATOR

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TRAVELERS BOND &amp; FINANCIAL PRODUCTS

MAY 01 2008

**AFFIDAVIT, RELEASE AND ASSIGNMENT****HUNT VALLEY BOND CLAIM**

IN CONSIDERATION and upon receipt of the payment of Thirty-Eight Thousand Four Hundred Sixty-Six Dollars and Twenty-Five Cents (\$38,466.25) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

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Date: 04-24-08

Bettis Asphalt &amp; Construction

By: [Signature]  
Its: PRESIDENT

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**



State of Kansas  
 County of Shawnee  
 On 4-24-08 before me, ERIC H BETTIS, President  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared ERIC H BETTIS  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kathleen A. Bahner  
Signature of Notary

### OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Five Thousand Eight Hundred Twelve Dollars and Sixty-Nine Cents (\$5,812.69) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Oblige: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

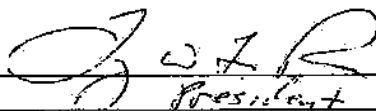
In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 2/28/08

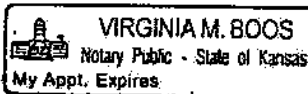
Salisbury Supply Co., Inc.

By:   
Its: President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of KANSASCounty of SHAWNEEOn 2/28/08 before me, VIRGINIA M. BOOS, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLICpersonally appeared TIGHE W. LARUE  
NAME(S) OF SIGNER(S)☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*Virginia M. Boos*  
Signature of Notary  
*Comm. Exp. 10/05/08*

### OPTIONAL SECTION

#### CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

### OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law,  
it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Twenty-Three Thousand Nine Hundred Twenty-Two Dollars and Thirty-Four Cents (\$23,922.34) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

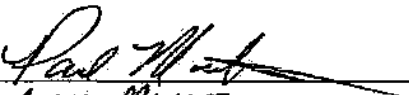
In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 3-14-08

Brundage-Bone Concrete Pumping

By:   
Its: ASTI MANAGER

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of KansasCounty of SalineOn 3/4/08 before me, Elizabeth A. Hall  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLICpersonally appeared Paul Montoya  
NAME(S) OF SIGNER(S)☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

9-18-2010

WITNESS my hand and official seal.

Elizabeth A. Hall  
Signature of Notary

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐
- INDIVIDUAL
- 
- ☐
- CORPORATE OFFICER(S)

TITLE(S)

- ☐
- PARTNER(S)
- ☐
- LIMITED
- 
- ☐
- GENERAL

☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

## OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

TRAVELERS BOND &amp; FINANCIAL PRODUCTS

MAR 03 2008

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

HUNT VALLEY BOND CLAIM

IN CONSIDERATION and upon receipt of the payment of Eighteen Thousand Four Hundred Thirty-Two Dollars and Forty-Three Cents (\$18,432.43) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Proj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 2-28-08

N.R. Hamm Contractor, Inc.

By: C. Anna Anderson  
 Its: CFO - Treasurer

**This document must be executed before a Notary  
 Public and include the attached Notary  
 Acknowledgment.**

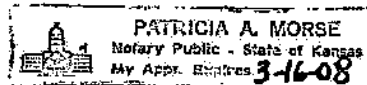
State of Kansas  
 County of Jefferson  
 On 2/27/08 before me, Patricia A. Morse  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared C. Scott Anderson  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument (the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Patricia A. Morse  
 Signature of Notary



### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### OPTIONAL SECTION

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 NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



Jun. 18. 2008 1:11PM

No. 0520 P. 2

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Forty-Five Thousand Three Hundred Thirty-Five Dollars and Sixty Cents (\$45,335.60) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Proj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 06.18.08

Goedecke Company

By: Robert Hatty  
Its: Robert Hatty  
Credit Manager  
314.286.3405  
bhatty@vigoedecke.com

Ralph H. Wagner - Notary Public  
Notary Seal, State of  
Missouri - St. Charles County  
Commission #05460377  
My Commission Expires 9/7/2009

This document must be executed before a Notary Public and include the attached Notary Acknowledgment.

Jun. 18. 2008 1:11PM

No. 0529 P. 3

State of MISSOURI  
 County of ST. LOUIS  
 On 18TH JUNE 08 before me, ROBERT HARTY, CREDIT MANAGER  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared ROBERT HARTY  
NAMES OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or no entity upon behalf of which the person(s) acted, executed the instrument.

Ralph H. Wagner - Notary Public  
 Notary Seal, State of  
 Missouri - St. Charles County  
 Commission #05460377  
 My Commission Expires 9/7/2009

WITNESS my hand and official seal.

*Ralph H. Wagner*  
 Signature of Notary

#### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

☒ OTHER: CREDIT MANAGER

#### OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Nine Thousand Two Hundred Six Dollars and Twenty-Eight Cents (\$9,206.28) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligee: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-16-08

Rick's Concrete Sawing, Inc.

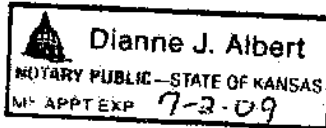
By: James E. Mann  
Its: President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of Kansas  
 County of Shawnee  
 On 4/16/03 before me, Dianne J. Albert  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared James Mann  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dianne J. Albert  
Signature of Notary

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

### OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO

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TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

May. 2. 2008 4:03PM

No. 0436 P. 2

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Three Hundred Fifty-Eight Thousand Eight Hundred Sixty-Nine Dollars and Sixty-Six Cents (\$358,869.66) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
 Name of Obligor: Westar Energy  
 Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
 Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: May 5, 2008

Trillium Construction Services "(TCS")

By: [Signature]  
 Its: Collections Specialist / Supervisor

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

May. 2. 2008 4:03PM

No. 0436 P. 3

State of Michigan  
 County of Kalamazoo  
 On 5/5 before me, Carole Sweet, Notary  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared Shirley Lovett  
NAME(S) OF SIGNER(S)

- ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carole M. Sweet  
Signature of Notary

**CAROLE M. SWEET**  
 Notary Public, Kalamazoo County, MI  
 My Commission Expires 07/16/2013

**OPTIONAL SECTION**  
**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)  
TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT:

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TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of One Hundred Forty-Eight Thousand Seven Hundred Forty-Two Dollars and Ninety-Six Cents (\$148,742.96) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

Undersigned agrees that said discharge shall include recording a Satisfaction of Lien and/or Release of Lien and removal of the present Subcontractor's Lien (Kan. Stat. Ann. § 60-1103), as filed in the same Clerk's/Register's Office that the lien was filed. Undersigned agrees that this release is not effective until payment from the Surety has been received by Davis J.D. Steel, LLC. Undersigned further agrees that said payment is to be held in trust until Davis J.D. Steel, LLC, has filed an appropriate Satisfaction of Lien and/or Release of Lien with the Clerk's/Register's Office within seven (7) day upon receipt of the payment to discharge and remove the lien from the project known as: Jeffrey Energy Center, FGD Rebuild, Westar Contract #649360, Emmett Road, St. Mary's, KS 66536.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.



Date: 4-30-08

Davis J.D. Steel, LLC

By: Scott Baldridge  
Its: Regional Manager

**This document must be executed before a Notary  
Public and include the attached Notary  
Acknowledgment.**

State of Missouri  
 County of Caldwell  
 On 30 before me, Deloris Burnett  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared Scott Caldwell  
NAME(S) OF SIGNER(S)

☐ personally known to me -OR-

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deloris Burnett  
Signature of Notary

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

- ☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

MY COMMISSION EXPIRES 1-14-2012  
 CALDWELL COUNTY  
 NOTARY PUBLIC - STATE OF MISSOURI  
 DELORES BURNETT



**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Two Thousand Four Hundred Fifty-Three Dollars and Twenty-Nine Cents (\$2,453.29) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligee: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

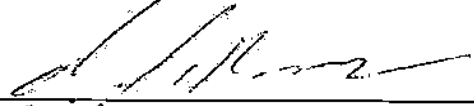
In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4-14-08

St. Marys Lumber Co., Inc.

By:   
Its: President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of KansasCounty of PottawatomieOn 7/14/08 before me, Andrew Perry <sup>KO</sup> Kay E. Owens  
DATE NAME, TITLE OF OFFICER E.G. JANE DOE, NOTARY PUBLICpersonally appeared Andrew Perry NAME(S) OF SIGNER(S)☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kay E. Owens  
Signature of Notary

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

## OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT:

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TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Two Thousand Nine Hundred Dollars and No Cents (\$2,900.00) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligee: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj. Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: April 14, 2008

Gibbs Machine Shop

By: Bobbie L. Gibbs  
Its: Vice-President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

State of IllinoisCounty of CarrollOn 4-4-08 before me,

DATE

NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

personally appeared

NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

~~~~~  
**"OFFICIAL SEAL"**  
**KIMBERLY S. GEBHARDT**  
**NOTARY PUBLIC, STATE OF ILLINOIS**  
**MY COMMISSION EXPIRES 02-18-2012**  
 ~~~~~

☐ INDIVIDUAL☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)☐ LIMITED☐ GENERAL☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

## OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Sixteen Thousand Ninety-Six Dollars and Sixty-Four Cents (\$16,096.64) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC

Name of Obligor: Westar Energy

Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360

Bond No.: 051-SB-104854329


In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4/25/08

Adelphia Metals, LLC

By:   
Its: ACCOUNT REPRESENTATIVE

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**



State of IllinoisCounty of DeKalbOn 4-25-08 before me, Cassie Slapak, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLICpersonally appeared David F. Edmund  
NAME(S) OF SIGNER(S)☐ personally known to me -OR-☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

"OFFICIAL SEAL"  
Cassie L. Slapak  
Notary Public, State of Illinois  
DeKalb County  
My Commission Expires 08-22-2010

WITNESS my hand and official seal.

Cassie L. Slapak  
Signature of Notary

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

## OPTIONAL SECTION

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Three Thousand Twenty-Four Dollars and Eighty-Six Cents (\$3,024.86) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: July 1, 2008

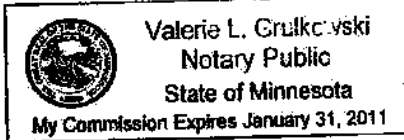
Fastenal Industrial & Construction Supplies (2)

By: [Signature]  
Its: General Counsel

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of MINNCounty of WINONAOn 7/1/08 before me, Valerie Grulkowski - LEGAL ASST.  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLICpersonally appeared JOHN JAY MILLER  
NAME(S) OF SIGNER(S)☒ personally known to me -OR-☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Valerie Grulkowski  
Signature of Notary

### OPTIONAL SECTION

#### CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☒ ATTORNEY-IN-FACT☐ TRUSTEE(S)☐ GUARDIAN/CONSERVATOR☐ OTHER: \_\_\_\_\_

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Fifty-Four Thousand Nine Hundred Forty Dollars and Seventy-Five Cents (\$54,940.75) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligee: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4/22/2008

Midwest Foundations Co.  
Midwest Foundations Co.

By: [Signature]  
Its: President

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of Kansas  
 County of Shawnee  
 On 4/23/2008 before me, Kitt Heineken, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared Chris H. Merrill  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



*[Signature]*  
Signature of Notary

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

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- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

### OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of One Thousand Three Hundred Eighty-Nine Dollars and Thirty-Four Cents (\$1,389.34) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 4/22/08

Mid-Continent Safety, LLC

By: [Signature]  
Its: President & General Manager

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of KANSASCounty of SEDGWICKOn 4/2/08 before me,  
DATE

NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC

personally appeared ROBERT DOOL

NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

DONNA J. HYPSE  
Notary Public  
State of Kansas  
My Appointment Expires 4/15/09

## OPTIONAL SECTION

## CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER(S)

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

☒ OTHER: LLC OFFICER

## OPTIONAL SECTION

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TITLE OR TYPE OF DOCUMENT AFFIDAVIT, RELEASE AND ASSIGNMENTNUMBER OF PAGES 2DATE OF DOCUMENT 4/22/08

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_



ST PAUL TRAVELERS

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

MAY 29 2008

IN CONSIDERATION and upon receipt of the payment of Three Hundred Seventy Dollars and Seventy-Nine Cents (\$370.79) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Oblige: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: 5/27/08

Rockford Industrial Welding Supply

By: Donald W. [Signature]  
Its: C. F. O.

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of ILLINOIS  
 County of WINNEBAGO  
 On 5/27/08 before me, C.F.O.  
 DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC  
 personally appeared DAVID LYLES  
 NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Brian D. Boyley  
 Signature of Notary

### OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER(S)  
C.F.O.  
 TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### OPTIONAL SECTION

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NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Ten Thousand Sixty-Two Dollars and Sixty-Five Cents (\$10,062.65) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Prj., Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: July 1, 2008

Fastenal Industrial & Construction Supplies

By: [Signature]  
Its: General Counsel

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of MIN

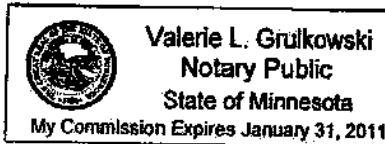
County of WINONA

On 4/10/08 before me, LEGAL  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

personally appeared John Jay Miller  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Valerie L. Grulkowski  
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO

THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent re-execution of this form.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

NUMBER OF PAGES \_\_\_\_\_ DATE OF DOCUMENT \_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

JUN. 20. 2008 10:22AM

No. 0526 P. 3

TRAVELERS BOND CO. HUNTSVILLE, ALA.  
JUN 23 2008  
HUNT VALLEY BOND CLAIM**AFFIDAVIT, RELEASE AND ASSIGNMENT**

IN CONSIDERATION and upon receipt of the payment of Thirty-Five Thousand Eight Hundred Eighty-Five Thousand Dollars and Seventy-Three Cents (\$35,885.73) by Travelers Cas. & Surety Co. of America (the "Surety"), the undersigned releases said company from all claims of any nature which the undersigned may have against said company as Surety on Bond covering the following contract:

Name of Contractor: Young Construction & Paving LLC  
Name of Obligor: Westar Energy  
Description of Contract: Jeffrey Energy Center, Flue Gas Desulfurization (FGD) Rebuild Proj, Foundation & Civil Work, WE Cont#649360  
Bond No.: 051-SB-104854329

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to said Surety its above-mentioned claim or cause of action against said contractor together with all of its rights, title and interest in and to said claim, or cause of action; and the undersigned constitutes said assignee its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Surety for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms which, however, shall not be extended nor enlarged hereby.

The undersigned further warrants and represents and hereby certifies that all just and lawful billings, accounts and/or amounts due from the undersigned and/or its subcontractors or material suppliers for labor, material, equipment employed in the performance of this contract have been fully paid in accordance with the terms and conditions of said contract(s) and that there are no amounts for which the undersigned would be responsible under the above agreement, all amounts having been fully paid and other terms of the relevant subcontract, material supply contract or purchase order having been fully complied with by the undersigned.

Date: JUNE 20, 2008

Oldcastle Precast

By: Its: Gen. Moore

**This document must be executed before a Notary Public and include the attached Notary Acknowledgment.**

State of KANSAS  
County of SHAWNEE  
On 6/20/08 before me, GEORGE W. SEIBERT  
DATE NAME, TITLE OF OFFICER - E.O. JANE DOE, NOTARY PUBLIC  
personally appeared JOHN P. CONNELLY  
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

George W. Seibert  
Signature of Notary

OPTIONAL SECTION  
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title(s)

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☐ ATTORNEY-IN-FACT  
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☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

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SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_